

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF WILLIAMS

THIS AGREEMENT entered into this 15th day of MAY, 1987, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE"; and the CITY OF WILLIAMS, acting by and through its duly elected governing body, hereinafter called "CITY";

WHEREAS, State is empowered by Sections 11-951 and 28-108 Arizona Revised Statutes to enter into this agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement, and the Director of the Arizona Department of Transportation (ADOT) has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, City is empowered by Section 9-672 Arizona Revised Statutes to enter into this agreement and acting by and through its duly elected governing body has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, City desires improved roadway access to facilitate the orderly development and growth of the City, and improved traffic circulation patterns within the City limits; and

WHEREAS, City desires to enhance the improvements in the project area along both Railroad Avenue and Bill Williams Avenue by the inclusion of color coated concrete sidewalk in place of standard ADOT concrete sidewalk; and

WHEREAS, State seeks to improve the safety of the public traveling the state roadway system and desires to place maintenance responsibility for roadway facilities at the lowest level of government commensurate with efficient maintenance of these facilities; and

WHEREAS, State intends to design and construct improvements to Williams Business Route (SR B40) from M.P. 162.10 to M.P. 165.60 including improvements to Railroad Avenue (Westbound) and Bill Williams Avenue (Eastbound) within the City of Williams under two separate construction contracts; said improvements more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the total cost to construct said improvements is estimated to be FIVE MILLION TWO HUNDRED THOUSAND DOLLARS (\$ 5.2 million) and State and City agree to share in the cost of the project as set forth below:

1. State shall bear the cost of all projects construction, excepting the calculated difference in bid amounts between sidewalk enhancements requested by City and standard sidewalk construction.

2. City shall reimburse State for construction of sidewalk enhancements based on a) the actual construction quantities for concrete sidewalk (color coated) and concrete sidewalk ramps (color coated), b) the difference between the composite unit bid cost for concrete sidewalk and concrete driveway and the unit bid cost for concrete sidewalk and driveway (color coated) and c) the difference in unit bid costs between concrete sidewalk ramps and concrete sidewalk ramps (color coated).

3. State shall deduct from the above actual sidewalk enhancement costs, an agreed upon cost for sidewalk removal which is to be accomplished by City prior to project construction. The agreed upon unit cost of said sidewalk removal is \$1.25 per square foot. The estimated removal quantity for the Williams Streets (Westbound) portion is 13,650 square feet; therefore, credit to City for sidewalk removal shall not exceed \$17,062 for this portion of the project. The estimated removal quantity for the Williams Street (Eastbound) portion is 35,000 square feet; therefore, credit to City for sidewalk removal shall not exceed \$43,750 for this portion of the project. The credit to City for sidewalk removal will be based on actual removal quantities.

4. Should credit to City for sidewalk removal exceed the differential cost of sidewalk enhancements, no monetary compensation will be given to City.

5. Should the differential cost of sidewalk enhancements exceed the credit to the City for sidewalk removal, City shall remit to State the excess amount within in 60 days of receipt of invoice from State.

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Prepare plans for roadway improvements including signing, striping, utility adjustments and right-of-way acquisition, if required.

2. State shall include in the project improvements sidewalk enhancements as requested by City along Railroad Avenue and Bill Williams Avenue.

3. Acquire right-of-way (R/W), if required.

4. Approve the locations and details of new utility crossings and locations within the right-of-way.

5. Contract for construction of all improvements, supervise construction, make all payments to the contractor, and approve and accept the new facilities.

6. Upon completion of construction, abandon rights-of-way and maintenance responsibilities for the improved facilities (Eastbound and Westbound) from M.P. 162.10 to the city limits (east line of section 28, T.22N., R.2W.), approximately M.P. 164.34 (2.24 miles) to City. Maintenance of the roadways includes pavement, drainage, signing, striping, and lighting.

CITY SHALL:

1. Prepare plans for utility improvements, additions, or betterments within the projects limits and complete construction of these improvements prior to commencement of construction on the project.

2. Review and approve the project plans prepared by State.

3. Remove existing sidewalks within the reconstruction limits of Railroad Avenue to permit timely utility relocations and expedite the project.

4. Provide appropriate safety measures during the construction-related activities for sidewalk removal and promptly provide temporary facilities until new sidewalks are completed as a part of the project.

5. Accept ownership and maintenance responsibilities from State for the improved facilities from M.P. 162.10 to the city limits (east line of section 28, T.22N., R.2W.), approximately M.P. 164.34 (2.24 miles). Maintenance of the roadways includes pavement, drainage, signing, striping, and lighting.

THIS AGREEMENT shall remain in full force and effect until completion of said construction projects as aforesaid; provided, however, that this agreement may be canceled at any time prior to the commencement of construction upon 30 days' written notice to the other party; provided, however, agreements herein relating to maintenance shall be in perpetuity.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

Both parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

Both parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set

Agreement: State/City of Williams
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forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Status as amended.

Attached hereto and incorporated herein by reference is a copy of State's Resolution authorizing entry into this agreement, a copy of City's Resolution passed by its duly elected governing body, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this agreement and said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF WILLIAMS

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

BY: James Hoffman
TITLE: Mayor

BY: W. O. Ford
State Engineer

ATTEST: Jim H. [Signature]

EXHIBIT A

to

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF WILLIAMS

The referenced intergovernmental agreement between the State of Arizona and the City of Williams states responsibilities for both parties relative to development of ADOT Project No. B-584-501, Williams Streets (Westbound) and ADOT Project No S-584-502, Williams Streets (Eastbound). The improvements covered by the agreement are described herein. Figure 1 indicates the limits of work of the project.

A. Roadway Improvements

The roadway improvements include reconstruction of Railroad Avenue (Westbound) and Bill Williams Avenue (Eastbound) from M.P. 162.80 to M.P. 164.50 (1.7 miles) and resurfacing of State Highway 66 between M.P. 162.10 - 162.80 and M.P. 164.50 - 165.60 (1.8 miles total).

Reconstruction includes removal of existing pavement, curb or curb and gutter, drainage system, and sidewalk, and the construction of new pavement, curb and gutter, drainage system and sidewalks. New pavement on side streets shall extend to the limits of the curb returns. Utility manholes, valves, etc., are to be adjusted as required.

Safety improvements will be completed within the limits (3.5 miles) of both projects. Safety improvements include the upgrade of guardrail and culvert delineators and extension of culverts to meet current ADOT standards.

B. Signal Improvements

Traffic signals shall be removed at the Second Street intersections of Railroad Avenue and Bill Williams Avenue upon State approval of City's formal request and of an engineering study justifying the presumption that signals are not warranted.

C. Signing and Striping Improvements

All roadway improvements shall be signed in accordance with ADOT standards. All roadway improvements shall be striped (pavement markings) in accordance with ADOT standards.

D. Utility Improvements

Utility relocations required by the roadway construction are a part of the projects. These relocations will be handled through normal ADOT procedures, with utility relocation designs prepared by the responsible

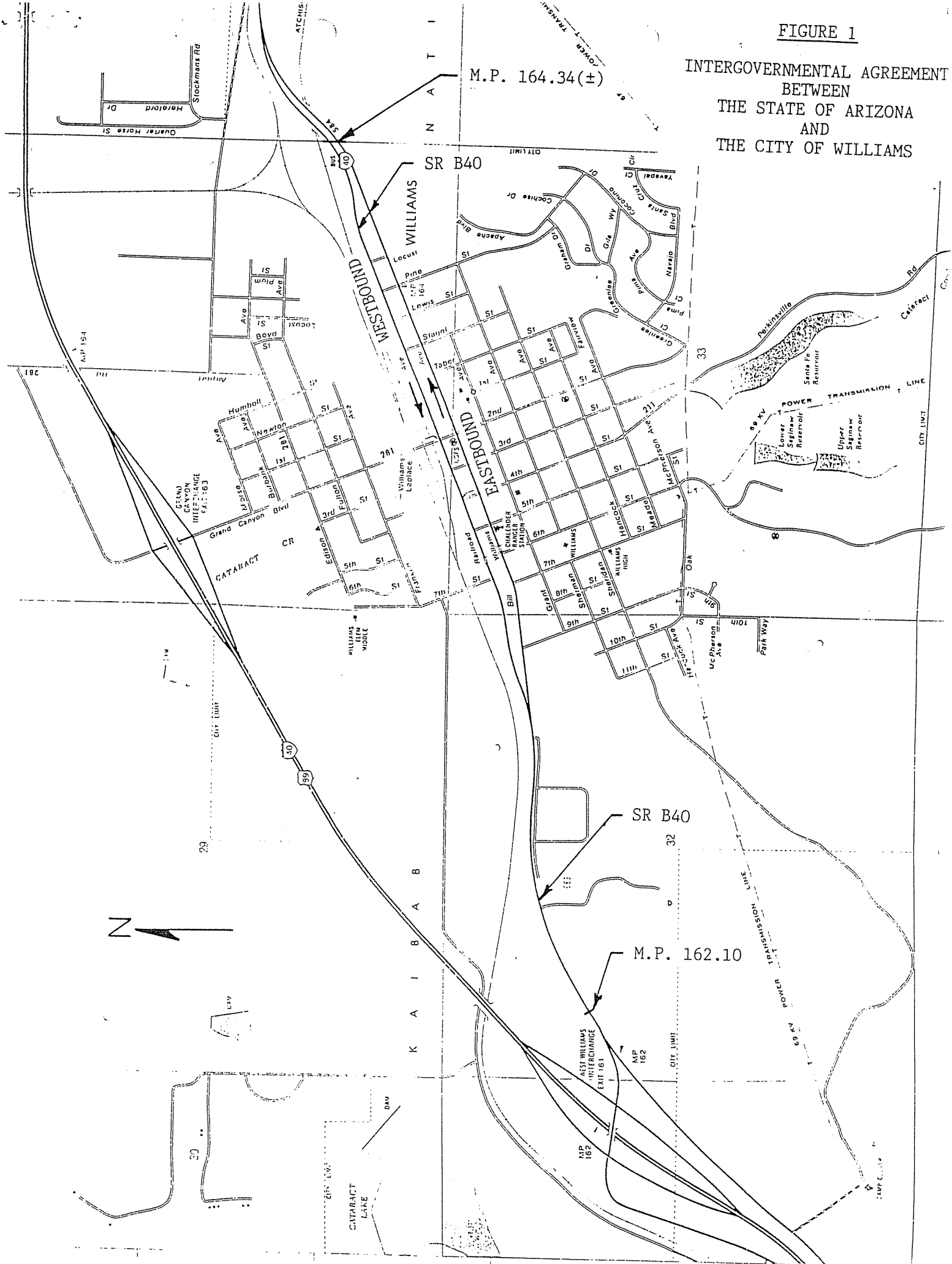
utility. The cost of utility relocations shall be borne by the responsible utilities unless evidence of prior rights is furnished.

The improvements, additions or betterments of any utilities to accommodate future development or to rehabilitate deteriorated facilities may be completed as a part of the projects to facilitate their timely and efficient installation. The cost for construction of these improvements, additions or betterments shall not be considered a part of the projects costs and shall be borne by City or the responsible utility.

E. Sidewalk Improvements

Installation of sidewalks within the reconstruction limits on the south side of Railroad Avenue and on both sides of Bill Williams Avenue is a part of the projects. Concrete sidewalk and driveway (color coated) and concrete sidewalk ramp (color coated) shall be installed along Railroad Avenue (South side) and Bill Williams Avenue (both sides) from First Street to Fourth Street.

INTERGOVERNMENTAL AGREEMENT
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RESOLUTION NO. 772

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLIAMS, ARIZONA RESOLVING TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, REGARDING IMPROVEMENTS TO RAILROAD AVENUE AND BILL WILLIAMS AVENUE, AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY.

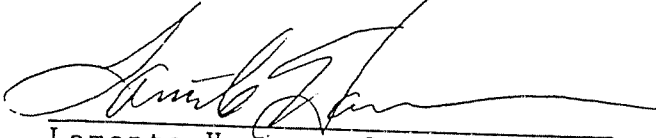
WHEREAS, the City of Williams is empowered by Section 9-672 Arizona Revised Statutes to enter into an intergovernmental agreement; and

WHEREAS, the City of Williams has determined that entering into an intergovernmental agreement with the State of Arizona, Department of Transportation, regarding improvements to Railroad Avenue and Bill Williams Avenue would be in the best interest of the City of Williams;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Williams that the City enter into an intergovernmental agreement with the State of Arizona, Department of Transportation, regarding improvements to Railroad Avenue and Bill Williams Avenue, and hereby authorize the Mayor to sign and execute said agreement on behalf of the City of Williams.

PASSED AND ADOPTED by the Mayor and Council of the City of Williams this 9th day of April, 1987.

APPROVED AS TO FORM:


Lamonte Hansen, City Attorney


James Hoffman, Mayor

ATTEST:


Leon Berger, City Clerk

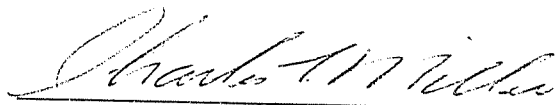
PROJECT: Williams Business Route

SECTION: Williams Streets (Westbound)
and Williams Streets
(Eastbound)

RESOLUTION

BE IT RESOLVED on this 17th day of April, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Intergovernmental Agreement with the City of Williams for construction of improvements to Williams Business Route (SR B40) from M.P. 162.10 to M.P. 165.60 including improvement to Railroad Avenue (Westbound) and Bill Williams Avenue (Eastbound).

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.


Charles L. Miller, Director
Arizona Department of Transportation



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. AR87-0901, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 24th day of April, 1987.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division